

Date: 03/11/04

**PURCHASING DEPARTMENT
100 EAST 11TH STREET
CITY HALL ANNEX
RM 200
CHATTANOOGA, TENNESSEE
37402**

REQUEST FOR PROPOSAL

	04/13/04
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Requisition No.: R0069668
Ordering Dept: Information Services
Buyer: Debbie Talley
Phone No: (423) 757-0643

**Items Being Purchased: Hardware Maintenance on Personal Computers,
Laptops, Servers, Peripheral Equipment and Printers**

Request for Proposal for The City of Chattanooga, Tennessee

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

4:00 PM Local Time on April 13, 2004

**The City of Chattanooga reserves the right to reject any
and/or all proposals, waive any informalities in the proposals
received, and to accept any proposal which in its opinion may
be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the
purchase of all goods and services on the basis of race, color
or national origin.**

PLEASE PROVIDE US WITH THE FOLLOWING

Phone/Toll Free No.: _____
Fax No.: _____
E-Mail Address: _____
Contact Person: _____
Employer's ID No.: _____

Request for Proposal
For
Hardware Maintenance on
Personal Computers, Laptops, Servers,
and Printers
For the
City of Chattanooga, Tennessee

Proposal Due Date
April 13, 2004
4:00 P.M., EST

City of Chattanooga

Personal Computer, Laptop, Server and Related Peripheral RFP

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SECTION I - GENERAL INFORMATION

Purpose of RFP

This request solicits proposals to furnish the City of Chattanooga, hereinafter referred to as “the City”, with hardware maintenance and repair on Personal Computers, Laptops, Servers, and related peripheral equipment. It is the City's intent to select the most suitable solution based on responses to this RFP.

SECTION II – ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Inquiries

Questions concerning this RFP should be submitted by March 22, 2004 and may be sent by fax or e-mail to the attention of:

Debbie Talley
Buyer
City of Chattanooga
Room 200, City Hall Annex
100 East 11th Street
Chattanooga, TN 37402

FAX: (423) 757-7201

Email: talley_deb@mail.chattanooga.gov

The questions and answers will then be forwarded to all interested parties.

Exceptions to RFP Specifications

This RFP is intended to describe the City's minimum requirements and response format in sufficient detail to secure comparable proposals. However, Vendors are not precluded from submitting proposals that differ from the described specifications. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of the City.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Vendor, must be included in the proposal.

Vendor-Supplied Materials

Any material submitted by a Vendor shall become the property of the City unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

Issuing Office

This RFP shall be governed by the laws of the State of Tennessee, and is issued for the City by the Purchasing Division of the Finance Department.

Rejection of Proposals

The City reserves the right to reject any and all proposals resulting from this RFP.

Incurring Costs

The City is not liable for any cost incurred by Vendors prior to the issuance of a purchase agreement and will not pay for information solicited or obtained.

Vendor's Proposals

Vendors must submit a response to this RFP in writing and electronically. The electronic format must be in MS Word or PDF and issued on a CD. The Vendor proposal must follow the format provided in Section IV of this document. The City reserves the right to reject any proposals that do not follow the format outlined in this RFP. Each proposal must be submitted with an original and three (3) copies to the issuing office.

Economy of Preparation

Proposals must be prepared simply and economically. They should provide a straightforward and concise description of the capabilities of the software proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content.

Conditions of Agreement

The City desires to enter into an agreement with a single Vendor for all hardware maintenance and repair on personal computers, laptops, servers and related peripherals. However, the city reserves the right to evaluate each classification of hardware (desktop computers, laptops, servers, related peripherals) on its own standard of performance, regardless of whether other or remaining hardware classifications of the Vendor are considered by the City. The City reserves the right to award the maintenance and repair agreement to any one Vendor or a combination of Vendors.

Proposals submitted must be binding for not less than ninety (90) days after the date received. The City will select the proposal, or combination of proposals, that, in its opinion, is in the best interest of the City. The City reserves the right to reject any and all proposals or portions of a proposal. The City also reserves the right to waive minor technicalities in the proposal. The City not only reserves the right, at its sole discretion, to reject any and all proposals and to waive technicalities, but also reserves the right of evaluation and the right to determine the methodology for evaluation of the proposals to determine which is the best proposal and to accept the proposal (or proposals) deemed to be in the best interest of the City, i.e., the most qualified proposal will not necessarily be the proposal with the lowest cost. Further, the City reserves the right to accept a proposal (or proposals) for any or all items separately or together.

The final award of the proposal and contract will be made by the Chattanooga City Council.

The successful Vendor will be expected to enter into contract negotiations with the City that will result in a formal purchase agreement between the parties.

SECTION III – RFP LIFE CYCLE

Introduction

The purpose of this section is to inform prospective Vendors of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times, and places as they pertain to this RFP.

Response Date

Sealed proposals to be considered must arrive at the issuing office on or before the date and time specified on the cover letter of this RFP. Proposals not received by the City by proposal closing time will be returned, after receipt, unopened to the Vendor.

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, conformity, clarity, and compliance to all the RFP requirements. Proposals not meeting minimum requirements will be rejected and dropped from further consideration.

Oral Presentation

Vendors submitting a proposal that passes initial screening may be invited to make an oral presentation of their proposal to the City. Invitations will be given solely at the initiative of the City for any purpose the City deems necessary. Such presentations provide an opportunity for the Vendor to clarify their proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory, but may be requested by the City as an option. These conferences may be conducted by telephone or teleconference.

Final Evaluation

In the final evaluation, the proposals submitted by the Vendors are reviewed and a recommendation made by an evaluation committee for the proposal they consider to best satisfy the requirements.

The final evaluation will be completed as soon as practical depending upon the availability and time constraints placed upon the members of the evaluation team.

Proposal Acceptance

After the final evaluation, the chosen Vendor will be notified and contract discussion and negotiation between the City and the selected Vendor will begin. The content of this RFP and the successful Vendor's proposal will become an integral part of the contract, but may be modified by provision of the contract. Vendors are requested to submit current contract forms with their proposal for review by the City. The final award of the proposal or contract will be made by the Chattanooga City Council.

SECTION IV – REQUIREMENTS FOR THE PROPOSAL

Introduction

The purpose of this section is to describe the requirements for this proposal. The Vendor may propose additional features and options it wishes to be considered by the City. The order in which the following items appear in no way represents their priority or importance to this RFP. The City requests that prospective Vendors use these specifications to develop proposals within the guidelines set forth in Section II.

General Requirements

1. This agreement is to begin at a mutually agreed time after award of the contract to the successful Vendor(s). Contract period will be for twelve (12) months with an option to renew for one to three additional years in twelve (12) month increments.
2. Use of services described herein will be determined on an as-needed basis throughout the life of the contract.
3. The term 'maintenance' as used in this document refers to the restoration to full functionality of inoperable hardware devices (i.e. floppy disk drives, hard drives, CD drives, monitors, sound/video cards, motherboards, etc.) via repair or replacement as required. Vendor is not responsible for software maintenance. *

* Vendor is not responsible for diagnosing and/or correcting problems with software. However, the vendor is required to see to the installation and/or configuration of any and all drivers associated with an item of hardware that is replaced. Also, in the event of a hard drive failure, the vendor must install the replacement hard drive in the PC, restore the PC to full functionality (i.e. install operating system and hardware drivers as needed), and recover data (if possible) from the old hard drive.
4. For the purpose of the agreement, the following definitions apply:
 - a) a desktop computer is defined as the tower enclosure, all internally installed components, monitor, keyboard, and mouse
 - b) a laptop computer is defined as the base unit, all internally installed components, any removable devices such as CD-ROM and floppy drives, external mouse, external keyboard
 - c) a server is defined as the tower enclosure, all internally installed components, any externally attached storage arrays and all internally installed components of the storage array, monitor, keyboard, and mouse
 - d) a printer is defined as base unit, all internally installed components, all externally attached components such as envelope feeders, stackers, sorters, etc.
5. All replacement parts must be factory new. Any exceptions to this requirement should be clearly noted (i.e. any replacement parts that will be refurbished parts should be clearly noted).
6. All replacement parts must be 100% compatible with the City's current desktop computing requirements: Intel processors, Microsoft operating systems, and Ethernet network. Hardware should adhere to the Microsoft "plug and play" standard and be fully compatible with the current hardware's operating system. The City currently has Windows 98, Windows NT4.0 Workstation, Windows 2000 Professional, Windows XP Professional, Windows 2000 Server, and Windows 2003 Server deployed.
7. The City reserves the right to award all or part of this contract to one or multiple Vendors if it is determined to be in its best interest.
8. The City reserves the right to cancel this agreement due to dissatisfaction with the level of service provided. In the event of cancellation, a written notice will be provided to the maintenance vendor no less than thirty (30) days in advance of the intended cancellation date.

9. Maintenance for desktops, laptops/portable computers and printers is required for “normal business hours” only, 8:00 A.M. until 5:00 P.M., Eastern Time, except weekends and holidays. Option should be provided for twenty-four (24) hours per day, seven (7) days a week maintenance / support for desktop computers, laptops, and printers in cases where requested.
10. Maintenance for servers is required twenty-four (24) hours per day, seven (7) days per week, including holidays. Option should be provided for “normal business hours” only maintenance / support for servers in cases where requested.
11. For equipment covered under the “normal business hours” only option, the vendor must respond on-site or by phone within four (4) hours of the time that the call was placed, within the framework of “normal business hours” as described above. Standard next business-day service is expected for repairs.
12. For equipment covered under the “24 hours per day, 7 days per week” option, the vendor must respond on-site within four (4) hours of the time that the call is placed for trouble-shooting / problem determination. Replacement parts must be expedited to the site in a manner acceptable to the City.
13. For server support, the technicians provided by vendor must be certified on the servers currently in use by the City and have access to manufacturer (Dell & HP) hardware support personnel to assist in trouble-shooting problems with servers. Current server hardware platforms in use by the City are Compaq Proliant servers and Dell PowerEdge servers. The technician will be responsible for installation and configuration of all failed components of the server.
14. Vendors should describe how service calls for the City will received, logged, and dispatched.
15. Vendor is required to “trouble-shoot” PC and printer hardware problems on-site until they are resolved, even if/when cooperation with hardware/equipment vendors is required to analyze and isolate the problem.
16. Each City Department and/or Division is responsible for ensuring that the PCs in their respective areas are covered under maintenance. Vendor must be prepared to maintain separate service information and provide monthly billing on a division-by-division basis.
17. There exist several agencies jointly funded by City of Chattanooga and Hamilton County governments (i.e. Chattanooga/Hamilton County Air Pollution Control Bureau, Chattanooga/Hamilton County Bicentennial Library, Chattanooga/Hamilton County Regional Planning Commission). Vendor must agree to make available to these agencies the same contract pricing.
18. In cases where the repair process requires a reinstallation of the computer’s operating system, vendor is responsible for said reinstallation. This includes the reinstallation of all necessary hardware drivers.
19. When hard drives are replaced, vendor must make every reasonable effort to remove all recoverable data from the defective hard drive and restore said data to the replacement hard drive. In the event that the contract vendor states that hard drive data is unrecoverable, the City of Chattanooga reserves the right to contract with another vendor for data restoration, with contract vendor assuming financial responsibility for any charges incurred by the City in the process of successful data recovery.
20. Vendor should provide the City of Chattanooga Information Services (IS) division with a quarterly report of calls and responses, including response time, time span from time of call until time of call closure, problems, and actions taken.
21. Vendor is required to maintain two (2) spare mice, two (2) spare keyboards, and one (1) spare monitor on Information Services’ premises for use as replacements for covered items that fail. In the event of mouse/keyboard failure, IS will remove one of these items from the designated storage area and the vendor will be notified, at which time they will send a replacement for the defective item. In the event of monitor failure, IS will replace the defective monitor with the spare monitor, which will serve as a temporary replacement. Vendor can then pick up the defective monitor, repair or replace it, return it to the user, then return the spare monitor to the designated storage area.

22. For purposes of this agreement, the definitions of desktop, workgroup, and high-end printers are as follows:
 - 1) A desktop printer is defined as a printer with replacement costs value of less than \$1,000.
 - 2) A workgroup printer is defined as a printer with replacement value of \$1,000 to \$2,500.
 - 3) A high-end printer is defined as a printer with replacement value of more than \$2,500.
23. Vendor must replace items what are deemed not repairable with comparable equipment with no additional charge to the City.
24. Vendor agrees to "ALL" specifications, conditions or requirements stated throughout this bid or their proposal will be rejected.
25. Vendor must agree to make available to other local government entities the same contract pricing.
26. The City reserves the right to award all or part of this contract to multiple Vendors if it is determined to be in its best interest.
27. Vendor is required to provide with this response, three major account references, including name of company, name of contact person, address and phone number. For the purpose of this RFP, a major account reference is defined as a customer who has purchased at least 100 systems or servers from the Vendor.
28. Vendor should provide a contact person for the City's account to assist the City in dealing with issues that arise during the life of the contract.

Termination for Convenience of the City

29. The performance of services under this agreement may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
30. Any such termination shall be effected by Purchasing to the Vendor by a verbal notice followed by a written notice of termination specifying the extent to which performance of services are terminated, and the date upon which such termination becomes effective.
31. After receipt of a notice of termination as outlined above, the Vendor shall stop work under the contract on the date and to the extent specified in the notice of termination.

Bid Response Requirements

1. Pricing information per unit/per month.
2. Warranty periods/terms of services performed.
3. Cost of response to "after hours" calls as applicable.
4. Other costs, if any, related to maintenance services herein requested.
5. List any certifications and/or ratings by nationally recognized electronics service/repair organizations.

Itemized List

The following items should be priced on the following Item Pricing form.

Item # Item Description

- 1 Cost for "normal business hours" only maintenance for Windows based desktop computers.
- 2 Cost for 24 hours per day / 7 days per week maintenance for Windows based desktop computers.
- 3 Cost for "normal business hours" only maintenance for Windows based servers.
- 4 Cost for 24 hours per day / 7 days per week maintenance for Windows based servers.
- 5 Cost for "normal business hours only" maintenance for Windows based laptops / portable computers.
- 6 Cost for 24 hours per day / 7 days per week maintenance for Windows based laptops / portable computers.
- 7 Cost for "normal business hours" only maintenance for desktop printers.
- 8 Cost for 24 hours per day / 7 days per week maintenance for desktop printers.
- 9 Cost for "normal business hours" only maintenance for workgroup printers.
- 10 Cost for 24 hours per day / 7 days per week maintenance for workgroup printers.
- 11 Cost for "normal business hours" only maintenance for high-end printers.
- 12 Cost for 24 hours per day / 7 days per week maintenance for high-end printers.

Item Pricing

Cost for Item #1: _____ per month % increase for renewal _____

Special terms or conditions for Item #1: _____

Cost for Item #2: _____ per month % increase for renewal _____

Special terms or conditions for Item #2: _____

Cost for Item #3: _____ per month % increase for renewal _____

Special terms or conditions for Item #3: _____

Cost for Item #4: _____ per month % increase for renewal _____

Special terms or conditions for Item #4: _____

Cost for Item #5:_____ per month % increase for renewal _____

Special terms or conditions for Item #5: _____

Cost for Item #6:_____ per month % increase for renewal _____

Special terms or conditions for Item #6: _____

Cost for Item #7:_____ per month % increase for renewal _____

Special terms or conditions for Item #7: _____

Cost for Item #8:_____ per month % increase for renewal _____

Special terms or conditions for Item #8: _____

Cost for Item #9:_____ per month % increase for renewal _____

Special terms or conditions for Item #9: _____

Cost for Item #10:_____ per month % increase for renewal _____

Special terms or conditions for Item #10: _____

Cost for Item #11:_____ per month % increase for renewal _____

Special terms or conditions for Item #11: _____

Cost for Item #12:_____ per month % increase for renewal _____

Special terms or conditions for Item #12: _____

Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all materials and equipment contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the City's Equal Employment Opportunity/Title VI Compliance Officer. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence